

CITY OF FAIRFIELD

RESOLUTION NO. 2016 – 92

**RESOLUTION OF THE CITY COUNCIL APPROVING PLANS AND SPECIFICATIONS
AND AWARDING A CONTRACT TO W.M. LYLES CO. FOR THE
NORTH BAY REGIONAL WATER TREATMENT PLANT
SLUDGE LAGOON NOS. 2 & 3 DECANT STRUCTURE IMPROVEMENTS PROJECT**

WHEREAS, the bid opening for the North Bay Regional Water Treatment Plant Sludge Lagoon Nos. 2 & 3 Decant Structure Improvements Project took place on April 5, 2016; and

WHEREAS, the apparent low bidder is W.M. Lyles Co. in the amount of \$283,000; and

WHEREAS, staff has reviewed the bid documents from W.M. Lyles Co. and found them to be in order; and

WHEREAS, staff is recommending that the City Council award the contract to W.M. Lyles Co. as the lowest responsive and responsible bidder.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY
RESOLVES:**

Section 1. The plans and specifications for the North Bay Regional Water Treatment Plant Sludge Lagoon Nos. 2 & 3 Decant Structure Improvements Project are hereby approved.

Section 2. The City Manager is authorized to enter into a contract with W.M. Lyles Co., for the North Bay Regional Water Treatment Plant Sludge Lagoon Nos. 2 & 3 Decant Structure Improvements Project in the amount of \$283,000.

Section 3. The City Manager is authorized to enter into an escrow agreement for security deposits in lieu of retention for said contract, if necessary.

Section 4. The City Manager is hereby authorized to implement the above-mentioned contract and escrow agreement.

PASSED AND ADOPTED this 3rd day of May 2016, by the following vote:

AYES: COUNCILMEMBERS: PRICE/TIMM/BERTANI/MOY/VACCARO

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: NONE

ABSTAIN: COUNCILMEMBERS: NONE

Nancy T. Price
MAYOR

ATTEST:

Karen L. Rees
CITY CLERK
pw

ARTICLES OF AGREEMENT

THIS AGREEMENT, made on the day of May 24, 2016, by and between CITY OF FAIRFIELD, party of the first part, hereinafter called the CITY, and W.M. LYLES CO., party of the second part, hereinafter called the CONTRACTOR.

It is understood Engineer representing the CITY shall be the City Engineer of Fairfield, acting directly or through properly authorized agents.

WITNESSETH, that the CONTRACTOR and the CITY, for the consideration hereinafter named, agree as follows:

I. SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all of the materials and all of the equipment and labor necessary and to perform all of the work shown on the plans and described in the specifications for the project entitled:

NORTH BAY REGIONAL WATER TREATMENT PLANT SLUDGE LAGOON NOS. 2 & 3 DECANT STRUCTURE IMPROVEMENTS

all in accordance with the requirements and provisions of the following Documents which are hereby made a part of this Agreement:

- a. Plans prepared for same by West Yost Associates
numbered 1 through 17
and dated 3/25/14
- b. Advertisement for Bids.
- c. The Accepted Bid, dated, April 5, 2016
- d. Instructions to Bidders.
- e. Specifications consisting of:
 - 1) Special Provisions.
 - 2) Technical Specification
 - 2) City of Fairfield Standard Details and Specifications, 2015 edition.
 - 3) Standard Specifications issued by State of California, Department of Transportation, Division of Highways, dated 2015.
- f. Performance Bond, dated May 13, 2016.
- g. Labor and Material Bond, dated May 13, 2016.

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

II. TIME OF COMPLETION

- a. The work to be completed under this Contract shall be commenced upon written notice to proceed.
- b. The work shall be completed within **115** working days after the date of written notice to proceed.
- c. Failure to complete the work within the number of days stated in this Article, including extension granted thereto as determined by the Engineer, shall entitle the City to deduct from the monies due to the CONTRACTOR as "Liquidated Damages" (LDs) an amount equal to **Five Hundred Dollars (\$500)** for each calendar day or fraction thereof that expires after the time specified herein of the Contractor to complete the work and the facility or improvements are useable for its intended use. LDs shall apply cumulatively and shall be presume to be damages suffered by the City resulting from delay in the completion of work.
- d. Liquidated Damages for delay in completion of work shall only cover administrative, overhead, general loss of public use damages, interest on bonds and lost revenues when applicable, suffered by the City as a result of delay. LDs shall not cover the cost to complete the work, damages resulting for defective work, costs of substitute facilities, or damages suffered by others who seek to recover their damages for the City (for example, delay claims from other contractors, sub-contractors, tenants, or third-parties, and defense costs thereof.

III. CONTRACT SUM

- a. The CITY shall pay to the CONTRACTOR for the performance of the Contract the amounts determined for the total number of each of the following units of work completed at the unit price stated thereafter. The number of units contained in the attached schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.
- b. Extra work not included in Article I, but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units, may be done at mutually agreed-upon unit prices, or on a lump sum basis, or under the provisions of Section 9 of the City of Fairfield Standard Specifications and Details General Provisions.

**NORTH BAY REGIONAL WATER TREATMENT PLANT
SLUDGE LAGOON NOS. 2 & 3 DECANT STRUCTURE IMPROVEMENTS**

BID SCHEDULE

| Item No. | Item of Work | Unit | Total Price |
|--------------|--|------|-------------|
| 1 | Mobilization/Demobilization | LS | \$20,000 |
| 2 | Worker Protection and Safety/Shoring | LS | \$1,000 |
| 3 | All Work Items in accordance with the Contract Documents, with the exception of work included under bid Items 1 through 2. | LS | \$262,000 |
| TOTAL PRICE: | | | \$283,000 |

IV. PROHIBITED INTERESTS

No employee of the City of Fairfield shall have any direct financial interest in this contract. This contract shall be voidable at the option of the City if this provision is violated.

V. WORKERS' COMPENSATION

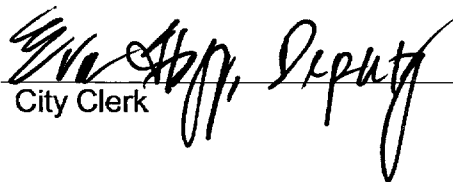
Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

above written.

WITNESS:

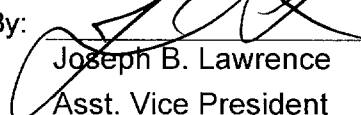
CITY OF FAIRFIELD


City Clerk

By: 
City Manager 

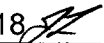
W. M. LYLES CO.

Contractor

By: 
Joseph B. Lawrence
Asst. Vice President
Title

Licensed in accordance with an act providing for the registration of contractors.

Contractor's License:

a. Class: A, B
b. Number: 422390
c. Expiration Date: ~~5/31/2016~~ 5/31/2018 
FEI Number: 77-0004110

EDD REPORTING REQUIREMENTS CHECKLIST

Effective January 1, 2001 the State Employment Development Department (EDD) requires the following.

| | |
|--|---------------------------|
| Please complete the following: (To be complete by the department) | |
| Department: _____ | Date of _____ |
| Authorized Res. _____ | Contract: _____ |
| No.: _____ | Contract Expiration _____ |
| Person Reviewing EDD Requirements _____ | Date: _____ |

EDD REPORTING REQUIREMENTS. When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with EDD reporting requirements:

- A. Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
- B. If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
- C. If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.
- D.

Dear Contracting Company:

Pursuant to your contract with the above-mentioned City of Fairfield Department, you are required to complete box 1 AND box 2 below.

Please indicate the type of business and provide the information requested:

BOX 1

| NAME AND ADDRESS | |
|-------------------------|------------------|
| FULL NAME | W.M. Lyles Co. |
| ADDRESS | P.O. Box 4377 |
| CITY, STATE, ZIP | Fresno, CA 93744 |

AND

BOX 2

| X Box | TYPE OF BUSINESS | SOCIAL SECURITY NUMBER AND/OR FEDERAL ID NUMBER |
|--------------|-------------------------------|--|
| | SOLE PROPRIETORSHIP | |
| | PARTNERSHIP | |
| | LIMITED LIABILITY PARTNERSHIP | |
| X | CORPORATION | 77-0004110 |
| | LIMITED LIABILITY CORPORATION | |
| | NON-PROFIT CORPORATION | |
| | OTHER FORM OF ORGANIZATION | |

PLEASE RETURN THIS FORM WITH THE SIGNED CONTRACT TO THE CITY OF FAIRFIELD

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to _____

W.M. Lyles Co.

P.O. Box 4377, Fresno, CA 93744

(Name and address of Contractor)

("Contractor"), a contract (the "Contract") for the work described as follows:

**NORTH BAY REGIONAL WATER TREATMENT PLANT
SLUDGE LAGOON NOS. 2 & 3 DECANT STRUCTURE IMPROVEMENTS**

WHEREAS, Contractor is required under the terms of the Contract and the California Civil Code to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____

Liberty Mutual Insurance Company

1340 Treat Blvd., Suite 550 Walnut Creek, CA 94597

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of _____

Two Hundred Eighty-Three Thousand and 00/100

Dollars (\$ 283,000.00), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

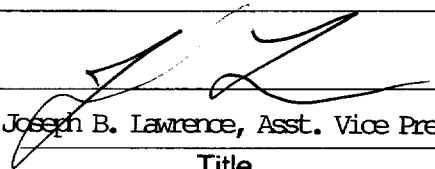
FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849.

IN WITNESS WHEREOF this instrument shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: May 13, 2016

"Contractor"

W.M. Lyles Co.

By:  Joseph B. Lawrence, Asst. Vice President

Title

By:

Title

"Surety"

Liberty Mutual Insurance Company

By:  Bonnie Gonzalez Attorney In Fact

Title

By:

Title

(Seal)

(Seal)

Note: This bond must be executed and dated, **all signatures must be notarized**, and evidence of the authority of any person signing as attorney-in-fact must be attached.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Yolo

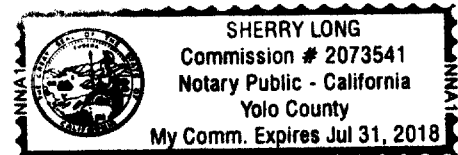
On May 13th 2016 before me, Sherry Long Notary Public
(insert name and title of the officer)

personally appeared Joseph Lawrence
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sherry Long (Seal)



Civil Code § 1189

State of California)
) ss
County of Fresno)

Lyn Genito, Notary Public

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7027843

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bonnie Gonzalez; Cody Lyman; John C. Day; Lyn Genito; Ralph B. Busch III; Steven P. Edwards

all of the city of Fresno, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of June, 2015.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 17th day of June, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

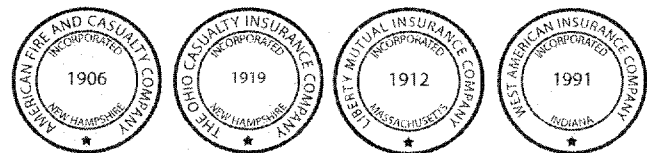
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13 day of May, 2016.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to _____

W.M. Lyles Co.

P.O. Box 4377, Fresno CA 93744

(Name and address of Contractor)

("Contractor") a contract (the "Contract") for the work described as follows:

**NORTH BAY REGIONAL WATER TREATMENT PLANT
SLUDGE LAGOON NOS. 2 & 3 DECANT STRUCTURE IMPROVEMENTS**

WHEREAS, Contractor is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____

Liberty Mutual Insurance Company

1340 Treat Blvd., Suite 550 Walnut Creek, CA 94597

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of _____

Two Hundred Eighty-Three Thousand Dollars and 00/100

Dollars (\$ 283,000.00), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Contractor's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless City, its officers, agents, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. City is the principal beneficiary of this bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: May 13, 2016

"Contractor"

"Surety"

W.M. Lyles Co.

Liberty Mutual Insurance Company

By: Joseph B. Lawrence, Asst. Vice President
Title

By: Bonnie Gonzalez Attorney In Fact
Title

By: _____
Title

By: _____
Title

(Seal)

(Seal)

Note: This bond must be executed and dated, **all signatures must be notarized**, and evidence of the authority of any person signing as attorney-in-fact must be attached.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Yolo

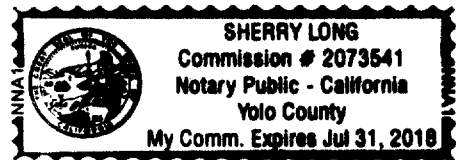
On May 13th 2016 before me, Crystal Ferreira, Notary Public
(insert name and title of the officer)

personally appeared Joseph Lawrence,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sherry Long (Seal)



Civil Code § 1189

State of California)
) ss
County of Fresno)

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

LYN GENITO
Commission # 2094223
Notary Public - California
Fresno County
My Comm. Expires Jan 16, 2019

Lyn Genito, Notary Public

CITY OF FAIRFIELD
STATE OF CALIFORNIA

PROPOSAL

**NORTH BAY REGIONAL WATER TREATMENT PLANT
SLUDGE LAGOON NOS. 2 & 3 DECANT STRUCTURE IMPROVEMENTS**

To the City Clerk of the City of Fairfield:

The undersigned declares that he has examined the locations of the proposed work, that he has examined the plans, specifications, and all the contract documents, and hereby proposes to furnish all materials, labor, equipment, and perform all the work in strict accordance with said plans, specifications, and contract documents in consideration of the attached schedule.

The undersigned further agrees that, upon written acceptance of this bid, he will within 15 working days of receipt of such notice execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and city standard form endorsement of insurance. He also agrees that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the City of Fairfield.

The undersigned agrees that, if awarded the contract, he will commence the work upon written notice to proceed and shall diligently prosecute the same to completion before the expiration of **115 working days** from the date of said written notice to proceed.

Bids are to be submitted for the entire work.

The amount of the bid for comparison purposes will be total amount of bid.

The bidder shall set forth for each unit basis item of work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for this item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The following quantities are approximate only, being given as a basis for the comparison of bids, and the City of Fairfield does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer. The undersigned further agrees to accept the aforesaid unit bid prices in compensation for any additions or deductions caused by variation in quantity due to more accurate measurement or by any changes or alterations in the plans or specifications of the work.

Bidder acknowledges receipt of the following addenda:

| | | | |
|--------------|----------|-------|------------------|
| Addendum No. | <u>1</u> | Date: | <u>2/29/2016</u> |
| Addendum No. | <u>2</u> | Date: | <u>3/22/2016</u> |
| Addendum No. | <u>3</u> | Date: | <u>3/29/2016</u> |
| Addendum No. | <u></u> | Date: | <u></u> |

**NORTH BAY REGIONAL WATER TREATMENT PLANT
SLUDGE LAGOON NOS. 2 & 3 DECANT STRUCTURE IMPROVEMENTS**

BID SCHEDULE

| Item No. | Item of Work | Unit | Total Price |
|------------------|--|------|-------------|
| 1 | Mobilization/Demobilization | LS | \$20,000- |
| 2 | Worker Protection and Safety/Shoring | LS | \$1,000- |
| 3 | All Work Items in accordance with the Contract Documents, with the exception of work included under bid Items 1 through 2. | LS | 262,000.- |
| TOTAL BID PRICE: | | | 283,000.- |

Bidder shall complete this form legibly and in its entirety. An incomplete form shall be grounds for disqualification of the bid.

**NORTH BAY REGIONAL WATER TREATMENT PLANT
SLUDGE LAGOON NOS. 2 & 3 DECANT STRUCTURE IMPROVEMENTS**

DESIGNATION OF SUBCONTRACTORS

In accordance with Section 8 of the General Provisions of the City of Fairfield Standard Specifications and Details for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof. **The bidder shall note that he shall perform with his own organization at least 50% of the work with the remainder of the work performed by subcontractors.**

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name, CSLB license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project, the portion of the work to be performed by each subcontractor, and the percent of the total contract to be performed by each subcontractor, is set forth below. All columns are to be filled out. However, the information on percent of total contract may be submitted either with the bid, or within twenty-four (24) hours after the deadline for receipt of bids.

| Subcontractor's Name and Address | Subcontractor's CSLB License Number | Portion of Work or Items to be Performed | Percent of Total Bid ¹ |
|----------------------------------|---|---|--------------------------------------|
| 1) <i>SMI Lodi CA</i> | <i>907665</i> | <i>Electrical</i> | <i>10%</i> |
| 2) | | | |
| 3) | | | |
| 4) | | | |
| 5) | | | |

Note: Attach additional sheets if required

1. Must be submitted within 24-hours of deadline for receipt of bids.

W.M. Lyles Co.

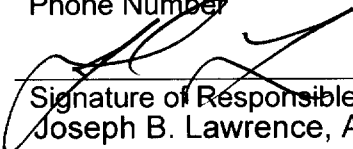
Name of Firm

1250 W. Olive Avenue, Fresno, CA 93728

Business Address

(559) 441-1900

Phone Number

Signature of Responsible Official

Joseph B. Lawrence, Asst. Vice President

Contractor's License:

a. Class: A, B

b. Number: 422390

c. Expiration Date: 5/31/2016

FEI Number: 77-0004110

If corporation or partnership, give legal name of corporation, president, secretary, treasurer, or names of all partners.

W.M. Lyles Co., a California Corporation

David B. Dawson - President/CEO/Treasurer

Joseph B. Lawrence - Asst. Vice President

Ruben Moreno, Jr. - Secretary

NONCOLLUSION DECLARATION TO BE EXECUTED
BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Asst. Vice President of W.M. Lyles Co., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

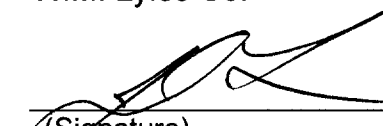
Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on April 5, 2016 [date], at West Sacramento [city], California [state].

W.M. Lyles Co.

April 5, 2016

(Date)


(Signature)
Joseph B. Lawrence, Asst. Vice President

NOTE: THIS FORM MUST BE NOTARIZED.

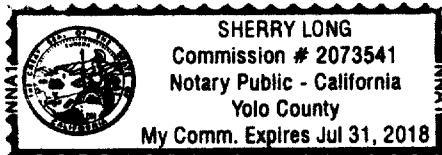
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Yolo

Subscribed and sworn to (or affirmed) before me on this 5th
day of April, 2016, by Joseph Laurence

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature

Sherry Long

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has issued an invitation for bids for the work described as follows:

NORTH BAY REGIONAL WATER TREATMENT PLANT SLUDGE LAGOON NOS. 2 & 3 DECANT STRUCTURE IMPROVEMENTS

WHEREAS W.M. Lyles Co.
P.O. Box 4377, Fresno, CA. 93744
(Name and address of Bidder)

("Contractor") desires to submit a bid to City for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____
Liberty Mutual Insurance Company
1340 Treat Blvd., Suite 550, Walnut Creek, CA. 94597
(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of Ten Percent of Bid Amount

Dollars (\$ 10%), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor is awarded a contract for the work by City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

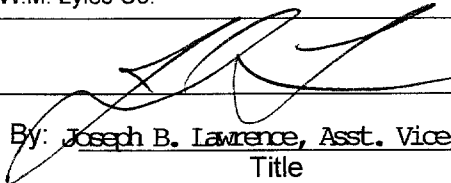
Dated: March 15, 2016

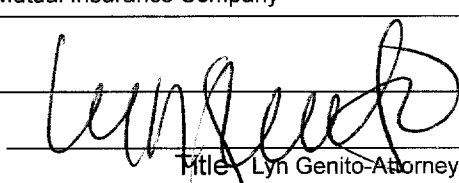
"Contractor"

"Surety"

W.M. Lyles Co.

Liberty Mutual Insurance Company


By: Joseph B. Lawrence, Asst. Vice President
Title


By: _____
Title Lyn Genito-Attorney in Fact

By: _____
Title

By: _____
Title

(Seal)

(Seal)

Note: This bond must be dated, **all signatures must be notarized**, and evidence of the authority of any person signing as attorney-in-fact must be attached.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Yolo

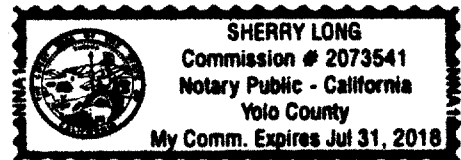
On March 28, 2016 before me, Sherry Long Notary Public
(insert name and title of the officer)

personally appeared Joseph Lawrence,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sherry Long (Seal)



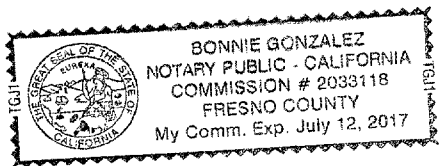
Civil Code § 1189

State of California)
) ss
County of Fresno)

On 03-15-2016 before me, Bonnie Gonzalez, Notary Public, personally appeared Lyn Genito, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(Seal)

Signature: Bonnie Gonzalez
Bonnie Gonzalez, Notary Public

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7028087

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bonnie Gonzalez; Cody Lyman; John C. Day; Lyn Genito; Ralph B. Busch III; Steven P. Edwards

all of the city of Fresno, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations; in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of June, 2015.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 17th day of June, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of March, 2016.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CITY OF FAIRFIELD
STATE OF CALIFORNIA

**NORTH BAY REGIONAL WATER TREATMENT PLANT
SLUDGE LAGOON NOS. 2 & 3 DECANT STRUCTURE IMPROVEMENTS**

Addendum No. 1

February 29, 2016

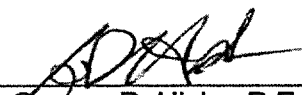
This constitutes Addendum No. 1 to the Contract Documents for the NORTH BAY REGIONAL WATER TREATMENT PLANT SLUDGE LAGOON NOS. 2 & 3 DECANT STRUCTURE IMPROVEMENTS. The Bidder shall acknowledge receipt of this Addendum on Page P-2 of the Bidder's Proposal (Blue Section) and attach this signed Addendum to the Bidder's Proposal when submitted. Changes to the specifications are shown in **bold**.

PROJECT SPECIFICATIONS

Technical Specifications (Yellow Section):

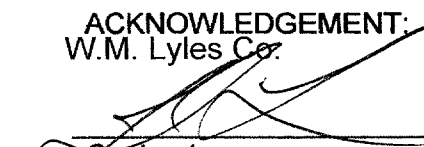
1. Please modify item 03301. 2.04. D. on page 03301-5 to match the following:
"D. Vapor Barrier
 1. Material: 15 mil, multilayer plastic, 0.01 minimum permeance rating.
 2. Manufacturers: One of the following or equal:
 - a. StegoWrap, Stego Industries.
 - b. **Perminator 15, W. R. Meadows.**
 - c. Premolded Membrane Vapor Seal with Plasmatic Corel, W. R. Meadows."
2. Please modify item 11286. 2.01. B. on page 11286-4 to match the following:
"A. Candidate manufacturers:
 1. Waterman Industries.
 2. Golden Harvest.
 3. Rodney Hunt-Fontaine Company.
 4. Whipps, Inc.
 5. **Aquanox.**
 6. **Mechanical-Associates.**
 7. Or equal as specified in Section 01330.
 8. Modify equipment as required to meet the requirements of this section."

APPROVED:



George R. Hicks, P.E.
Director of Public Works

ACKNOWLEDGEMENT:
W.M. Lyles Co.



Contractor
Joseph B. Lawrence, Asst. Vice President

CITY OF FAIRFIELD
STATE OF CALIFORNIA

NORTH BAY REGIONAL WATER TREATMENT PLANT
SLUDGE LAGOON NOS. 2 & 3 DECANT STRUCTURE IMPROVEMENTS

Addendum No. 2

March 22, 2016

This constitutes Addendum No. 2 to the Contract Documents for the NORTH BAY REGIONAL WATER TREATMENT PLANT SLUDGE LAGOON NOS. 2 & 3 DECANT STRUCTURE IMPROVEMENTS. The Bidder shall acknowledge receipt of this Addendum on Page P-2 of the Bidder's Proposal (Blue Section) and attach this signed Addendum to the Bidder's Proposal when submitted.

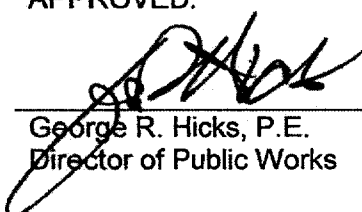
PROJECT SPECIFICATIONS

Technical Specifications (Yellow Section):

1. Please remove Section 05530 Aluminum Grating from the project specifications.

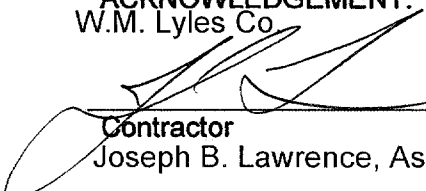
The purpose of this addendum is to clarify the requirements for grating on the decant structures. Project plans call for removable W19-4, $1\frac{1}{2} \times \frac{3}{16}$ galvanized bar grating, see Section 05505 Miscellaneous Metals for steel grating specifications.

APPROVED:



George R. Hicks, P.E.
Director of Public Works

ACKNOWLEDGEMENT:
W.M. Lyles Co.



Contractor
Joseph B. Lawrence, Asst. Vice President

CITY OF FAIRFIELD
STATE OF CALIFORNIA

**NORTH BAY REGIONAL WATER TREATMENT PLANT
SLUDGE LAGOON NOS. 2 & 3 DECANT STRUCTURE IMPROVEMENTS**

Addendum No. 3

March 29, 2016

This constitutes Addendum No. 3 to the Contract Documents for the NORTH BAY REGIONAL WATER TREATMENT PLANT SLUDGE LAGOON NOS. 2 & 3 DECANT STRUCTURE IMPROVEMENTS. The Bidder shall acknowledge receipt of this Addendum on Page P-2 of the Bidder's Proposal (Blue Section) and attach this signed Addendum to the Bidder's Proposal when submitted.

A second addendum to the contract documents was issued on March 22, 2016. The addendum was sent to local builders exchanges but was not sent to the plan holders list by mistake. In order to give all parties time to evaluate the addendum the bid opening for the North Bay Regional Sludge Lagoon Nos. 2 & 3 Decant Structure Improvements Project will be postponed. Bids will be received until **2:00 PM on April 5, 2016** at the office of the City Engineer, 3rd floor City Hall, 1000 Webster Street, at which time bids will be opened. Please make the following changes to the specifications as shown in bold:

PROJECT SPECIFICATIONS

Notice to Contractors (White Section):

1. Please modify Item 9 on page NC-2 to match the following:
 9. Bids will be received until 2:00 PM on **April 5, 2016** at the office of the City Engineer, 3rd floor City Hall, 1000 Webster Street, at which time bids will be opened. No phones are available at the City offices for use by the bidders. The wall clock at the Public Works Counter will be the final determination of the time.
2. Please modify Item 11 on page NC-2 to match the following:
 11. The tentative schedule for this Project is as follows:

| Date | Event |
|------------------------------------|--|
| February 26, 2016 – March 29, 2016 | Bid Acceptance Period |
| March 15, 2016; 10:00AM | Mandatory Pre-Bid Meeting |
| March 21, 2016; 12:00PM | Deadline for Bid Questions |
| April 5, 2016; 2:00PM | Bid Opening |
| May 3, 2016 | Anticipated Award of a Construction Contract |


Instructions to Bidders (White Section):

3. Please modify Item 1 Receipt of Bids on page IB-1 to match the following:

1. RECEIPT OF BIDS

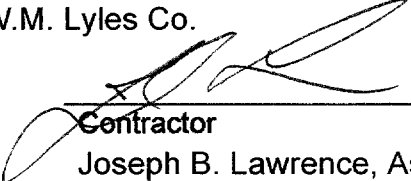
The City Engineer of the City of Fairfield, California will receive at his office at the City Hall, sealed proposals on or before **2:00 p.m. on Tuesday, April 05, 2016.**

APPROVED:



George R. Hicks, P.E.
Director of Public Works

ACKNOWLEDGEMENT:
W.M. Lyles Co.



Contractor
Joseph B. Lawrence, Asst. Vice President